

CONFIDENTIAL

**CONSULTING AGREEMENT
SAUGATUCK/DOUGLAS AREA CONVENTION & VISITORS BUREAU
WITH
FELICIA V. FAIRCHILD**

JANUARY 01, 2010

This letter will confirm the terms and conditions on which Felicia V. Fairchild will serve as a consultant for the Saugatuck/Douglas Area Convention & Visitors Bureau ("corporation").

1.) Services

Ms. Fairchild will carry the title of Executive Director and will develop the following programs and perform the following tasks for the corporation:

- Act as advisor to the Board of Directors and develop and oversee all management functions of the corporation.
- Be responsible for the development of all corporate marketing programs.
- Act as advisor to the Board on all policy decisions, contracts and expenditures.
- Be responsible for the hiring and firing of all professional and non-professional staff and independent contractors.
- Act as spokesperson for the corporation.
- Serve as an Ex-officio member of the Board of Directors.
- Serve as Chairman of the Marketing Committee at such time as the Board appoints a Marketing Committee.

2.) Term

The term of this contract shall be for five years from January 1, 2010 through December 31, 2014 and is renewable by agreement of both parties one year prior to the expiration of this contract. If this contract is not renewed by January 31 of the year preceding the termination of this contract, then this contract shall automatically be renewed for an additional three-year period following the end of the original 5-year term.

In the event the corporation terminates this agreement for any reason other than disability as determined by and defined by the Michigan Social Security Administration under their requirement #1 "you cannot perform your previous line of work" and requirement #3 "Your disability is expected to last for one year and/or is expected to result in death"; or in the event that she is charged and convicted of a crime, the corporation will pay Ms. Fairchild a severance of the remaining balance of this contract term or any extension thereof.

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3.) Compensation

The Corporation will pay Ms. Fairchild a minimum guaranteed annual fee of \$66,500 from January 01, 2010 through December 31, 2014. Payments will be made monthly. Annual merit increases will be based on achievement of performance objectives agreed upon by Ms. Fairchild and the board prior to the beginning of each new calendar year. The amount of the increase will not exceed 5% of the base fee. The total fee for each succeeding year of this contract will be determined by adding the most recent base fee amount for the year just completed to the merit fee increase.

- 4.) Ms. Fairchild's relationship to the corporation shall be that of an independent contractor and not an employee of the corporation and as such will not be required to perform services for the corporation at the corporate offices. Ms. Fairchild must maintain a private office at a separate location.

The corporation shall pay the cost of conferences and meetings attended by Ms. Fairchild on the bureau's behalf including professional development seminars recommended by Ms. Fairchild as being necessary for the enhancement and development of Bureau programs and approved by the Board.

5.) Records

All records, files or documents including copies, summaries, diskettes or other medium for electronic storage of information prepared or acquired by Ms. Fairchild in performing services to the corporation shall belong to the corporation and shall be surrendered to it upon termination of this agreement with the exception of all photographs and slides taken by Ms. Fairchild and the media lists which are the sole property of Ms. Fairchild. Ms. Fairchild will also be entitled to take samples of the work she has created for the Bureau for her portfolio.

6.) Indemnification

The corporation shall defend, hold harmless and indemnify Felicia V. Fairchild against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of work on behalf of the Bureau. The corporation shall also bear the full cost of any fidelity or other bonds required under any law or ordinance.

7.) Other

Any dispute or claim involving this agreement shall be steered by arbitration in Kalamazoo, Michigan under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provision of this agreement. The arbitrator's sole authority shall be to interpret or apply the provision of this agreement. The decision of the arbitrator shall be final and binding and the exclusive remedy for any alleged breach of this agreement. Judgement upon the

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award rendered by the arbitrator may be entered in any court having jurisdiction. The corporation agrees that it will pay Felicia V. Fairchild's actual costs and attorney fees in the event of arbitration.

This contract contains our entire agreement and supersedes any prior-oral or written understandings and agreements. It can be modified only in writing signed by both Ms. Fairchild and the corporation. This agreement is binding upon the successors and assigns of the corporation and is governed by Michigan Law.

Sincerely,

Saugatuck/Douglas Area Convention and Visitors Bureau

Dated DECEMBER 16, 2009

By/s/


Chairman of the Board


Treasurer


Secretary

Accepted and agreed:


Felicia V. Fairchild

DECEMBER 16, 2009

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